

ALVORD AND ALVORD  
ATTORNEYS AT LAW  
918 SIXTEENTH STREET, N.W.  
SUITE 200  
WASHINGTON, D.C.  
20006-2973  
  
(202) 393-2266  
FAX (202) 393-2156

ELIAS C. ALVORD (1942)  
ELLSWORTH C. ALVORD (1964)

OF COUNSEL  
URBAN A. LESTER

19994-b  
RECORDATION NO. \_\_\_\_\_  
APR 2 1996  
RECORDATION NO. \_\_\_\_\_

April 26, 1996

Mr. Vernon A. Williams  
Secretary  
Surface Transportation Board  
Washington, D.C. 20423

Dear Mr. Williams:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a), are two (2) copies of a Termination of Agreement, dated as of April 19, 1996, a secondary document as defined in the Commission's Rules for the Recordation of Documents under 49 C.F.R. Section 1177.

The enclosed document is a partial termination and relates to the Interim Use Agreement, previously filed with the Board under Recordation Number 19994.

The names and addresses of the parties to the enclosed document are:

User: The Detroit Edison Company  
2000 Second Avenue  
Detroit, Michigan 48226

Manufacturer: Thrall Car Manufacturing Company  
2521 State Street  
Chicago, Illinois 60411

A description of the railroad equipment covered by the enclosed document is set forth on Schedule I attached to the Termination.

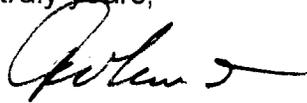
*Ph.*  
*Accountants -*

Mr. Vernon A. Williams  
April 26, 1996  
Page 2

Also enclosed is a check in the amount of \$21.00 payable to the order of the Surface Transportation Board covering the required recordation fee.

Kindly return one stamped copy of the enclosed document to the undersigned.

Very truly yours,

A handwritten signature in cursive script, appearing to read "Robert W. Alvord".

Robert W. Alvord

RWA/bg  
Enclosures

SURFACE TRANSPORTATION BOARD  
WASHINGTON, D.C. 20427-0001

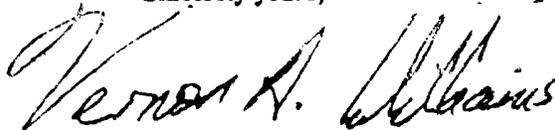
4/29/96

Robert W. Alvord  
Alvord And Alvord  
913 Sixteenth Street, NW., Ste. 200  
Washington, DC., 20006-2973

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 4/29/96 at 11:10AM , and assigned recordation number(s). 19994-B.

Sincerely yours,

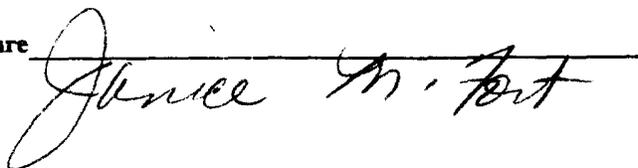


Vernon A. Williams  
Secretary

Enclosure(s)

\$ 21.00 The amount indicated at the left has been received in payment of a fee in connection with a document filed on the date shown. This receipt is issued for the amount paid and in no way indicates acknowledgment that the fee paid is correct. This is accepted subject to review of the document which has been assigned the transaction number corresponding to the one typed on this receipt. In the event of an error or any questions concerning this fee, you will receive a notification after the Commission has had an opportunity to examine your document.

Signature



TERMINATION OF AGREEMENT APR 29 1996

THIS TERMINATION OF AGREEMENT, is made this 29th day of April 1996, by and between The Detroit Edison Company, a Michigan corporation ("*Detroit Edison*"), and Thrall Car Manufacturing Company, an Illinois corporation ("*Thrall*").

WHEREAS, Detroit Edison and Thrall are parties to an Interim Use Agreement, dated as of January 31, 1996 (the "*Agreement*"); and

WHEREAS, the Agreement was duly filed for recordation with the Surface Transportation Board (the "*STB*") pursuant to 49 U.S.C. Section 11301, on March 28, 1996, at 9:40 a.m. and given Recordation Number 19994; and

WHEREAS, the Termination of Agreement, dated as of March 28, 1996, between Detroit Edison and Thrall, which terminated and cancelled the Agreement with respect to the equipment described therein, was filed for recordation with the STB on March 28, 1996; and

WHEREAS, Detroit Edison and Thrall desire to terminate and cancel the Agreement with respect to the equipment described herein and to record such termination and cancellation with the STB;

NOW THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt of which is acknowledged, Detroit Edison and Thrall, intending to be legally bound, agree as follows:

1. Detroit Edison and Thrall hereby terminate and cancel the Agreement, effective April 29, 1996 with respect to the equipment described on Schedule 1 attached hereto (hereinafter, the "*Terminated Equipment*"), and Detroit Edison and Thrall hereby agree that no rights, duties or liabilities under the Agreement with respect to such Terminated Equipment shall survive such termination and cancellation of the Agreement, except with respect to acts, events, or omissions under the Agreement occurring on or prior to the date hereof.
2. The parties agree to record this Termination of Agreement with the STB; so as to release any lien against the Terminated Equipment created by or arising out of the Agreement.
3. Nothing herein contained shall be construed to terminate and cancel the Agreement with respect to any equipment other than the Terminated Equipment hereinabove specifically described.
4. This Termination of Agreement may be executed in any number of counterparts, each executed counterpart constituting an original but all together only one Termination of Agreement.

IN WITNESS WHEREOF, Detroit Edison and Thrall have caused this Termination of Agreement to be executed as of the day and year first above written.

THE DETROIT EDISON COMPANY, a Michigan corporation

By  \_\_\_\_\_  
Its VICE PRESIDENT AND TREASURER

THRALL CAR MANUFACTURING COMPANY,  
an Illinois corporation

By \_\_\_\_\_  
Its

IN WITNESS WHEREOF, Detroit Edison and Thrall have caused this Termination of Agreement to be executed as of the day and year first above written.

THE DETROIT EDISON COMPANY, a Michigan corporation

By \_\_\_\_\_  
Its

THRALL CAR MANUFACTURING COMPANY,  
an Illinois corporation

By Robert D. Welch  
Its U.P. Finance,

STATE OF Michigan )  
 )  
COUNTY OF Wayne )

On this, the 22nd day of April, 1996, before me, a Notary Public in and for said County and State, personally appeared Leslie L. Loomans, of THE DETROIT EDISON COMPANY, who acknowledged himself/herself to be a duly authorized officer of THE DETROIT EDISON COMPANY, and that, as such officer, being authorized to do so, he/she executed the foregoing instrument for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on the date above mentioned.

Russ E. Ketter  
Name: PEOPLE'S NOTICE  
Notary Public Notary Public, Macomb County, MI  
My Commission Expires: Commission Expires June 10, 1997  
Residing in \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
 )  
COUNTY OF \_\_\_\_\_ )

On this, the \_\_\_\_ day of April, 1996, before me, a Notary Public in and for said County and State, personally appeared \_\_\_\_\_, of THRALL CAR MANUFACTURING COMPANY, who acknowledged himself/herself to be a duly authorized officer of THRALL CAR MANUFACTURING COMPANY, and that, as such officer, being authorized to do so, he/she executed the foregoing instrument for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on the date above mentioned.

\_\_\_\_\_  
Name:  
Notary Public  
My Commission Expires:  
Residing in \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
 )  
COUNTY OF \_\_\_\_\_ )

On this, the \_\_\_\_ day of April, 1996, before me, a Notary Public in and for said County and State, personally appeared \_\_\_\_\_, of THE DETROIT EDISON COMPANY, who acknowledged himself/herself to be a duly authorized officer of THE DETROIT EDISON COMPANY, and that, as such officer, being authorized to do so, he/she executed the foregoing instrument for the purposes therein contained.

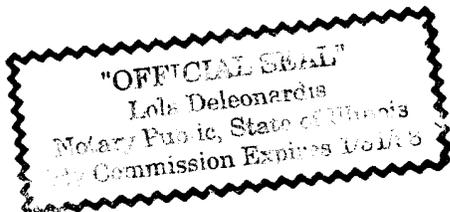
IN WITNESS WHEREOF, I have hereunto set my hand and official seal on the date above mentioned.

\_\_\_\_\_  
Name:  
Notary Public  
My Commission Expires:  
Residing in \_\_\_\_\_

STATE OF ILLINOIS )  
 )  
COUNTY OF DuPAGE )

On this, the 29th day of April, 1996, before me, a Notary Public in and for said County and State, personally appeared Robert A. Walk, of THRALL CAR MANUFACTURING COMPANY, who acknowledged himself/herself to be a duly authorized officer of THRALL CAR MANUFACTURING COMPANY, and that, as such officer, being authorized to do so, he/she executed the foregoing instrument for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on the date above mentioned.



Lola DeLeonardis  
Name: Lola DeLeonardis  
Notary Public  
My Commission Expires: 1/31/98  
Residing in DuPage County, IL

**SCHEDULE 1  
TO TERMINATION OF AGREEMENT**

189 4530 Cubic Foot Aluminum-bodied, Doubletub Gondola Railcars

<u>CAR INITIAL</u>	<u>CAR NUMBER</u>	<u>CAR INITIAL</u>	<u>CAR NUMBER</u>	<u>CAR INITIAL</u>	<u>CAR NUMBER</u>
DEEX	6581	DEEX	6683	DEEX	6724
DEEX	6600	DEEX	6684	DEEX	6725
DEEX	6601	DEEX	6685	DEEX	6726
DEEX	6605	DEEX	6686	DEEX	6727
DEEX	6610	DEEX	6687	DEEX	6728
DEEX	6620	DEEX	6688	DEEX	6729
DEEX	6633	DEEX	6689	DEEX	6730
DEEX	6639	DEEX	6690	DEEX	6731
DEEX	6645	DEEX	6691	DEEX	6732
DEEX	6647	DEEX	6692	DEEX	6733
DEEX	6648	DEEX	6693	DEEX	6734
DEEX	6649	DEEX	6694	DEEX	6735
DEEX	6650	DEEX	6695	DEEX	6736
DEEX	6652	DEEX	6696	DEEX	6737
DEEX	6654	DEEX	6697	DEEX	6738
DEEX	6655	DEEX	6698	DEEX	6739
DEEX	6656	DEEX	6699	DEEX	6740
DEEX	6659	DEEX	6700	DEEX	6741
DEEX	6660	DEEX	6701	DEEX	6742
DEEX	6661	DEEX	6702	DEEX	6743
DEEX	6662	DEEX	6703	DEEX	6744
DEEX	6663	DEEX	6704	DEEX	6745
DEEX	6664	DEEX	6705	DEEX	6746
DEEX	6665	DEEX	6706	DEEX	6747
DEEX	6666	DEEX	6707	DEEX	6748
DEEX	6667	DEEX	6708	DEEX	6749
DEEX	6668	DEEX	6709	DEEX	6750
DEEX	6669	DEEX	6710	DEEX	6751
DEEX	6670	DEEX	6711	DEEX	6752
DEEX	6671	DEEX	6712	DEEX	6753
DEEX	6672	DEEX	6713	DEEX	6754
DEEX	6673	DEEX	6714	DEEX	6755
DEEX	6674	DEEX	6715	DEEX	6756
DEEX	6675	DEEX	6716	DEEX	6757
DEEX	6676	DEEX	6717	DEEX	6758
DEEX	6677	DEEX	6718	DEEX	6759
DEEX	6678	DEEX	6719	DEEX	6760
DEEX	6679	DEEX	6720	DEEX	6761
DEEX	6680	DEEX	6721	DEEX	6762
DEEX	6681	DEEX	6722	DEEX	6763
DEEX	6682	DEEX	6723	DEEX	6764

<u>CAR INITIAL</u>	<u>CAR NUMBER</u>	<u>CAR INITIAL</u>	<u>CAR NUMBER</u>
DEEX	6765	DEEX	6809
DEEX	6766	DEEX	6810
DEEX	6767	DEEX	6811
DEEX	6768	DEEX	6812
DEEX	6769	DEEX	6813
DEEX	6770	DEEX	6814
DEEX	6771	DEEX	6816
DEEX	6772	DEEX	6817
DEEX	6773	DEEX	6818
DEEX	6774	DEEX	6819
DEEX	6775	DEEX	6820
DEEX	6776	DEEX	6821
DEEX	6777	DEEX	6823
DEEX	6778	DEEX	6824
DEEX	6779	DEEX	6825
DEEX	6780	DEEX	6826
DEEX	6781	DEEX	6827
DEEX	6782	DEEX	6828
DEEX	6783	DEEX	6829
DEEX	6784	DEEX	6830
DEEX	6785	DEEX	6831
DEEX	6786	DEEX	6832
DEEX	6787	DEEX	6834
DEEX	6788	DEEX	6838
DEEX	6789	DEEX	6839
DEEX	6790		
DEEX	6791		
DEEX	6792	TOTAL	<u>189</u>
DEEX	6793		
DEEX	6794		
DEEX	6795		
DEEX	6797		
DEEX	6798		
DEEX	6800		
DEEX	6801		
DEEX	6802		
DEEX	6803		
DEEX	6804		
DEEX	6805		
DEEX	6806		
DEEX	6807		